

EXHIBIT A

Connie Carrigan

From: Donovan Martin <donovan.martin@qualitytechnologiesinc.com>
Sent: Wednesday, January 20, 2021 1:26 PM
To: Byron Saintsing
Subject: Fwd: JOHN ROBERTS INSTALLATION CONTRACT
Attachments: john roberts file_pdf

This message is from an External Source.

Sent from my iPhone

Begin forwarded message:

From: Human Resource <hr@qualitytechnologiesinc.com>
Date: September 18, 2020 at 3:26:16 AM EDT
To: Donovan Martin <donovan.martin@qualitytechnologiesinc.com>, Kevin Jackson <kevin.jackson@qualitytechnologiesinc.com>, Marcus Martin <marcus.martin@qualitytechnologiesinc.com>
Subject: Fwd: JOHN ROBERTS INSTALLATION CONTRACT

----- Forwarded message -----

From: John Roberts Jr via Adobe Document Cloud <noreply@acrobat.com>
Date: Thu, Sep 12, 2019 at 4:13 PM
Subject: JOHN ROBERTS INSTALLATION CONTRACT
To: <hr@qualitytechnologiesinc.com>



John Roberts Jr has shared [JOHN ROBERTS INSTALLATION CONTRACT.pdf](#)

[View](#)

SENT BY

John Roberts Jr

SHARED ON

12 September 2019, 04:13 PM PDT

To ensure email delivery, add noreply@acrobat.com to your address book, contacts or safe sender list

Adobe and the Adobe logo are either registered trademarks or trademarks of Adobe in the United States and/or other countries. All other trademarks are the property of their respective owners.

Adobe, 345 Park Ave., San Jose, CA 95110 USA

Powered by [Adobe Document Cloud](#) | [Terms of Use](#) | [Report Abuse](#)



CONTRACT FOR CABLE INSTALLATION SERVICES

Between

**Quality Technologies, Inc., a
North Carolina Corporation
(Contractor) and**

(John Roberts) (Subcontractor)

Dated:

1 CONTRACT FOR CABLE INSTALLATION SERVICES

This agreement is entered into between Quality Technologies Inc. (hereinafter known as **Contractor**) and (John Roberts) (hereinafter known as **Subcontractor**).

Contractor contracts with **Subcontractor** to perform individual project work orders and/or prints provided to **Subcontractor** for work in or around North Carolina, South Carolina Virginia (Cities and Counties and State). Specific areas and installation procedures will be designated by Cox, Spectrum (name of cable system or other client), hereinafter called **System**. Notwithstanding the foregoing, the terms of this contract shall be binding on the parties hereto with respect to any services provided by **Subcontractor** to **Contractor** inside or out of the above defined territory and for any other cable system or client contracted with **Contractor** (or with **Contractor's** contractor) in the absence of any other written agreement between the parties, so long as this contract is in full force and effect.

The parties agree to the following terms and conditions:

1. Status of Relationship. The **Subcontractor** is deemed an independent contractor, and not an employee of **Contractor**. As an independent contractor, it is understood that this contract does not create an employer employee relationship. **Subcontractor** will operate either as a self- employed person or as an employer of other persons or both. (Herein, "it" shall be used as the pronoun to refer to **Subcontractor** even though **Subcontractor** may be a self-employed natural

person who ordinarily would be referred to as "he" or "she.") As an independent contractor, **Subcontractor** shall be independently responsible for payment of all of its own taxes as well as payment of all federal, state and local taxes including income and withholding for its employees, workers compensation for its employees, social security, unemployment compensation, sales, property and gross receipts taxes, and all other taxes and levies imposed upon employers or self- employed persons, and **Subcontractor** shall indemnify, defend the hold harmless the **Contractor**, any contractors of a **System** with whom **Contractor** contracts, and any **System** with respect to such taxes or withholdings. A form 1099 will be sent to **Subcontractor** at year- end that will indicate its income from the cable installation services provided by **Subcontractor** to **Contractor** during the course of the year. It is **Subcontractor's** responsibility to keep track of any invoice deductions and, or operating expenses due to purchases, rents, damages, etc.

2. Representations by Subcontractor. **Subcontractor** warrants that it (or its employees) has inspected and is familiar with the proposed installation areas, has the necessary technical skill and expertise to perform each installation project, is experienced in such installations and has available experienced personnel equipment and tools to perform the work commitment in an efficient and timely manner. Notwithstanding the foregoing, in the event the **Subcontractor** has any doubt

whatsoever as to the manner in which it is to perform the work, then he must seek the **Contractor's** advice as to the proper manner for performing the work. **Subcontractor** also warrants that it will comply with **System's** contractual conditions and installation specifications and standards (such as requirements, communications, installation appointments, procedures, etc.) and that **Subcontractor** further warrants that it is familiar and shall comply with all required governmental and accepted industry safety regulations and practices and that it is properly licensed with all appropriate governmental jurisdictions to perform such installation work.

2 Subcontractor Initials JR

3. Performances Control. **Subcontractor** shall have sole control of the means, methods, and timing of performing each installation project, including the selection of persons to perform the work involved and each work order hereunder, subject to **System's** — or other clients' — contractual conditions, specifications, and standards, **Contractor** being concerned only with the results contracted for.

4. Quality Control and Training. To facilitate work-product-quality control and proper interfacing between components, **Subcontractor** shall be furnished all necessary materials to perform each installation project. **Subcontractor** shall use such materials solely to perform the installations covered by this agreement. Unused materials shall be immediately returned to such locations as directed by **Contractor**. **Subcontractor** shall be responsible for loss or damage to such materials while in **Subcontractor's** possession, or under its control. **Subcontractor** is also solely responsible for the cleanup and restoration of its work areas on a daily basis. **Contractor** does not and will not provide training or give any work direction to **Subcontractor**, except if

Subcontractor is not familiar with the contractual conditions, specifications, and standards required by the **System**, **Contractor** will provide information or demonstrations concerning contractual conditions, specifications, and standards set by the **System**.

5. Tools, Equipment, Transportation, Travel, Lodging, and Other Expenses. **Subcontractor** is expected to provide the appropriate tools, equipment and transportation necessary to perform the work in a professional manner. **Subcontractor** is responsible for payment of all expenses, including but not limited to travel and lodging. If needed, **Contractor** may lease certain tools, equipment, or vehicles to **Subcontractor** if available. All rentals will be automatically deducted from each of **Subcontractor's** invoices at a rate agreed upon in writing between **Contractor** and **Subcontractor**. **Subcontractor** will be held financially accountable for the theft of, or any damages incurred to, the rented tools, equipment, machinery, or vehicles while in **Subcontractor's** possession. Unless otherwise stated by the terms of a separate written lease or use agreement, the use of such tools, equipment, machinery, or vehicles shall be on a month-to-month basis and shall terminate upon 30-days notice by either party or upon the termination of this agreement. All tools, equipment,

machinery, and vehicles belonging to **Contractor** must be returned by **Subcontractor** within 24 hours of termination.

6. Acceptance of Final Work Product. **Contractor** is only interested in the final work-order product. By way of illustration and not by way of limitation, the **Subcontractor** must comply with the **System's** requirements regarding progression and completion of the work. The **Contractor** may and will set minimum standards of workmanship, professionalism, and decorum with which **Subcontractor** must comply. The particular procedures, means, and methods of performing the work **Subcontractor** accepts will be of **Subcontractor's** own choosing, but should be consistent with industry standards and/or **System's** specifications and accepted practices.

7. Subcontractor Must Provide Workers' Compensation Insurance for Its Employees and Is Not Covered by Contractor's Insurance. In the event that a **Subcontractor** hires employees, then it must provide workers' compensation to cover those employees. Because **Subcontractor** is an independent contractor, neither it nor its employees (if any) are covered by **Contractor's** workers' compensation insurance. Neither **Subcontractor** nor its employees (if any) are covered by the workers' compensation insurance of the **System** or any other party for whom **Contractor** provides services. If **Subcontractor**

3 Subcontractor
Initials JR

is responsible for providing its own medical, accident, and disability insurance to cover it or its owners. **Subcontractor** may purchase coverage for it and its employees from **Contractor**. **Subcontractor** must either purchase coverage from **Contractor** or provide **Contractor** with documentation satisfactory to **Contractor** establishing that it has its own coverage for it and its employees (if any).

8. Schedule. The **System** that **Contractor** and **Subcontractor** represent usually requests that work is to be started between 6:45 AM and 7:00 AM or as agreed upon in order for the scheduled work to be completed as soon as possible on any given day. The **System** also may designate an exact time of day for a particular work order to be done because of scheduling promises to a customer, etc. **Subcontractor** should always remember that they are an indirect representative of the **System** and are dealing with their subscribers/customers. All subscribers/customers should always be treated with the utmost respect and be notified by phone if **Subcontractor** is running late, etc.

9. Work Allocated on a First Come, First Serve Basis. **Contractor** does not guarantee a specific amount of work on any given day. Available work will be allocated among subcontractors on a first come, first serve basis, and Contractor may have a specified time when it issues work orders or projects each day. On days when work is limited, late

arrival or an inferior end product may mean less work than **Subcontractor** desires. The speed and efficiency with which **Subcontractor** works will affect **Subcontractor's** profitability and time of completion. This will not affect **Subcontractor's** standing with **Contractor** as long as **Subcontractor's** work meets the required specifications and the time frames specified on the work order per the **System's** request.

10. Notice of Changes in Workload. Since **Subcontractor** offers its services to the general public, other clients and contractors, **Subcontractor** has informed **Contractor** of **Subcontractor's** workload capabilities. When necessary to change the workload, **Subcontractor** is willing or able to accept, **Subcontractor** shall inform **Contractor** in writing at least seven days before any actual reduction in workload capacity takes affect. Should no notice be given to **Contractor**, **Subcontractor** shall be held responsible for any ensuing expenses incurred by **Contractor** in getting the work completed above what would normally have been charged by and paid to **Subcontractor** if **Subcontractor** had completed the work.

11. Completion of Work Order Information. **Subcontractor** may be required to fill out certain information on work orders and other forms necessary for **Subcontractor's** invoice completion so that proper production verification and/or payments to **Subcontractor** can be verified.

12. Proof of Insurance. **Subcontractor** shall furnish **Contractor** proof of the following insurance coverage obtained at **Subcontractor's** sole expense before commencing installation services and from time to time thereafter upon request:

(A) Commercial General Liability – **Subcontractor** shall procure and maintain during the life of this contract Contractor's General Liability Insurance in an amount not less than \$2,000,000 General Aggregate, \$1,000,000 products-completed-operations-Aggregate, \$1,000,000 Personal and Advertising Injury including accidental death, to any one person and is an amount not less than \$1,000,000 on account for one

4 Subcontractor
Initials JR

occurrence and Property Damage. Insurance in an amount of not less than \$1,000,000 per occurrence.

2. (B) Automobile Liability – **Subcontractor** shall procure and maintain during the life of

this contract Automobile Liability Insurance with coverage applying to bodily injury and property damage liability. **Subcontractor** shall provide proof of coverage to **Contractor** and have proof of coverage available at all times during the life of this contract. Coverage should apply to an auto, including hired auto and non-owned auto. 3. (C) Worker's Compensation – Coverage with statutory limits as provided by

the state in

which the work is to be performed. Employers liability limit of \$100,000 per accident and \$500,000 policy limit.

Subcontractor shall name **Contractor** as an additional insured on all insurance policies and/or certificates described in (A), (B) & (C) above, and each policy and/or certificate shall provide that it will not be canceled or amended except after thirty-days advance written notice to **Contractor**.

13. Payment of Invoices. **Contractor** will pay **Subcontractor** for each installation project or work order invoiced according to **Contractor's** price list and payment schedule in effect on a weekly basis. **Contractor** may amend the price list and payment schedule by giving **Subcontractor** prior written notice at least 24 hours before the change becomes effective. Upon termination of this contract, **Contractor** may withhold any payment to **Subcontractor** until **Subcontractor** furnishes proof that all employees and subcontractors of **Subcontractor** and all obligations of **Subcontractor** to **Contractor** have been paid in full. This includes withholding payments due to **Subcontractor** because of unrepaired faulty workmanship or unresolved damage expenses that may exceed the retainage amount (as explained in ¶ 14 and ¶ 15 below). **Subcontractor** waives all rights he may have to any mechanic's or similar lien against any property upon which his work is to be performed.

14. Guarantee of Work by Subcontractor. **Subcontractor** guarantees its work for one year from date of completion to be free from any defects or faults arising from non-compliance of **System** or standard industry specifications and procedures. Should faulty workmanship be found, **Subcontractor** agrees that **Contractor** shall, at its option, either (a) give **Subcontractor** one day to correct (or make arrangements to correct to **Contractor's** satisfaction) any deficiencies before sending another party to do so (and the resulting repair costs will be back charged against the **Subcontractor's** invoice) or (b) repair any deficiencies when found and levy any resulting repair costs against **Subcontractor's** invoice. If **Subcontractor** has already been paid in full, **Subcontractor** shall forthwith remit the repair cost amount charge to **Contractor**, upon receipt of the repair costs. From time to time **Contractor** may make payment to the **Subcontractor** in advance of the actual due date. In such event, those payments shall be treated as loans and shall bear interest at the rate of 1% per month (12% per year) and shall be deducted by the **Contractor** from the next payment due to **Subcontractor**.

15. Background Investigations. As a condition of entering into this agreement or continuation of this agreement, **Contractor** will require **Subcontractor**, at **Subcontractor's** sole expense, to consent to a background investigation, including an investigative consumer report, and **Subcontractor** hereby understands, agrees, and consents to a background investigation that may include criminal background checks, previous work history, credit reports, bankruptcy filings, civil litigation, and drug-testing results, among other things.

16. **Subcontractor** agrees to execute any consent or authorization forms requested to conduct such investigations, and the refusal to do so may result in termination of this agreement.

17. Employees of Subcontractor. Subcontract may use employees to complete services under this agreement, as long as such employees meet all contractual conditions, specifications, and standards set by the **System**, are familiar with the proposed installation areas, have the necessary technical skill and expertise to perform each installation project, are experienced in such installations, and perform the work in an efficient and timely manner. Subcontractor certifies that it is authorized to work in the United States of America, that it shall only employ persons authorized to work in the United States of America, and that it will comply with the Immigration Reform and Control Act, the Immigration and Nationality Act, and any other applicable immigration laws, including hiring only employees who complete a current I-9 form and present identity and employment authorization documents that appear genuine on their face. Upon request of the **Contractor**, **Subcontractor** shall permit **Contractor** to inspect its documentation of its employees' employment eligibility.

18. System Contract Variations. **Subcontractor** acknowledges that each project will be initiated under one or more contracts entered into between **Contractor** and **System** (or between **Contractor** and another contractor of **System**). To the extent that one or more of the contracts are made available to

6 Subcontractor Initials JR

Subcontractor, **Subcontractor** agrees to be bound by the terms contained therein, as if fully restated in the contract. It is understood that the terms of said contract may vary from project to project.

19. Indemnification of Contractor. **Subcontractor** does hereby indemnify and hold **Contractor** harmless from and against any and all claims, demands or proceedings of any kind that might be brought by, under or through **Subcontractor** or as a result of any acts or omissions of **Subcontractor**. This indemnification shall include any and all damages, losses, costs or expenses including attorney's fees, expert witness fees and other litigation expenses incurred in defending against any such claims.

20. Remedies for Breach of Contract. In addition to any other remedies which **Contractor** may have against **Subcontractor** upon breach of their Contract by **Subcontractor**, **Contractor** shall also have such remedies as may be available to it at both law and in equity and shall also be entitled to recover from **Subcontractor** all attorney's fees, expert witness fees and other costs of litigation incurred by **Contractor**, whether enforcing this Contract or individual project, work order or in defending claims made against it by **Subcontractor**. Furthermore, **Subcontractor** waives any right it may have to demand a jury trial in the event of litigation.

21. Individual Guarantee. In the event **Subcontractor** is a corporation, partnership, limited liability company, or other entity, it is expressly understood and agreed that the

person or persons executing this Contract on behalf of the **Subcontractor** shall be individually and personally bound by all of the terms hereof and liable to **Contractor** hereunder, as if he, she or they were specifically named as a party hereto.

22. Termination of Contract. This Contract shall be in full force and effect (a) until either party shall have properly terminated it, (b) until **System** terminates its contract with **Contractor**. **Contractor** may terminate this Contract at any time without cause by giving a thirty day written notice to the **Subcontractor**. **Subcontractor** must give a sixty day notice to terminate this contract, if not the subcontractor will be charge back four weeks of Invoices . All payment, repayment, guaranty, and indemnification provisions, shall survive the termination of the contract, as well as other provisions that impose obligations beyond performance. All Subcontractor callouts should be approved by Contractor, boycotting or protesting is prohibited to take place within work business hours which is determine by the contractor, if any violations

to this rule the Subcontractor agrees to be back charge one hundred and twenty dollars per day, per subcontractor employee that is doing the violation.

23. Assignment of Contract. No assignment of this Contract shall be made by either party without consent in writing of the other.

24. Binding Effect. This Contract is binding upon each party's respective heirs, successors and assigns.

25. Invalid if Portion of Contract Shall Not Affect the Remaining Provisions. In case anyone or more provisions of this Contract shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in anyway affected or impaired hereby.

26. Acceptance of Terms by Subcontractor. **Subcontractor** warrants that it fully understands and accepts all the terms and conditions of this Contract.

7 Subcontractor Initials

JR

27. Arbitration, Venue, Jurisdiction, Government. The parties agree to attempt in good faith to promptly resolve any controversy or claim arising out of or relating to this Agreement through by negotiations. Any such dispute, controversy or claim that cannot be so resolved shall be decided in Duval County, Florida by binding arbitration before a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association. If **Contractor** is subjected to arbitration by one of its Clients due to a claim arising from work performed by **Subcontractor**, **Subcontractor** agrees that the arbitration between **Contractor** and **Subcontractor** about the same claim (and any other claims **Contractor** or **Subcontractor** may bring against the other) may be (at **Contractor's** option) conducted jointly with the arbitration by **Contractor's** Client at the

jurisdiction and venue where such other arbitration is being held and agrees to submit to the jurisdiction of such arbitration panel and/or court. This undertaking to arbitrate shall be enforceable under the prevailing arbitration laws and may be entered in any court having jurisdiction hereof. The arbitrator's decision shall be final and judgment may be entered upon it in accordance with appropriate laws in any court having jurisdiction thereof. The parties agree that the arbitrator is not authorized to award punitive damages or liquidated damages. The existence of any dispute submitted to arbitration and the award of the arbitrator shall be kept in confidence by the parties and the arbitrator, except as required in connection with the enforcement of such award or as otherwise required by applicable Law.

28. No-Solicitation. During the period that this Agreement remains in effect and for a period of 12 months following the termination of this Agreement for any reason whatsoever, **Subcontractor** shall not:

(a) directly or indirectly for or on behalf of himself/herself for any person, firm or entity solicit business from or do business with any actual or prospective customer or client which **Subcontractor** dealt with on behalf of **Contractor** during the prior twelve (12) months; or (b) solicit for employment, hire or otherwise engage in business with any persons presently or in the future associated with **Contractor**. If **Subcontractor** breaches any of the covenants of this paragraph, the duration of such covenants shall be extended for an additional period of time equal to the period of time during which such breach or breaches occurred, including the duration of any litigation with respect thereto, including all appeals. Subcontractor also agrees, that so long as this Agreement remains in effect **Subcontractor** will not take any action which might divert from the **Contractor** or its successors or assigns any opportunity which would be within the scope of the business of the **Contractor**.

29. Entire Agreement. This Contract constitutes the entire agreement of the parties for all subjects covered in this agreement, and it supersedes all prior agreements addressing the subject matter herein. This agreement does not preclude or supersede any equipment or vehicle leases between the parties. This contract may be changed only by an agreement in writing by both parties that is expressly stated to be an amendment hereto.

Contractor agrees to pay Sub Contractor 2.00 Per Point
Initial JR

8

Subcontractor

Dated: 9/12/19

Company: Printed Name: Signature: John Roberts

Contractor

Date: 9/12/19

Company: By: Title:

Mark Roberts / HE